

SR 6/20/12 10:58:02
SK DK T BK 3,456 PG 344
GS DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

WHEN RECORDED MAIL TO: Magna Bank, 6525 Quail Hollow Road, Suite 513, Memphis, TN 38120, Tel. (901) 259-5462

This Modification of Deed of Trust prepared by: _____, Magna Bank, 6525 Quail Hollow Rd. Ste 513, Memphis, TN 38120, (901) 259-5456

INDEXING INSTRUCTIONS: _____

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

GRANTOR: James D McIngvale, 364 Barbara Drive, Hernando, MS 38632, Tel. _____; Roxanne B McIngvale, 364 Barbara Drive, Hernando, MS 38632, Tel. _____; James W. McIngvale, Tel. _____; Elizabeth McIngvale, Tel. _____; Christopher W. Newsom, Tel. _____; and Jennifer Robin Newsom, Tel. _____

LENDER / BENEFICIARY: Magna Bank, 6525 Quail Hollow Road, Suite 513, Memphis, TN, 38120, Tel. (901) 259-5462

THIS MODIFICATION OF DEED OF TRUST dated June 14, 2012, is made and executed between James D McIngvale, Roxanne B McIngvale, James W. McIngvale, Elizabeth McIngvale, Christopher W. Newsom and Jennifer Robin Newsom ("Grantor") and Magna Bank.

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 25, 2008 (the "Deed of Trust") which has been recorded in Desoto County, State of Mississippi, as follows:

Recorded on 07/07/2008 in the office of the county register Desoto County MS book 2921 page 125.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Desoto County, State of Mississippi:

Lot 127 College Hills planned unit development first addition situated in section 18 township 2 south range 6 west Desoto County MS as recorded in plat book 55 pages 1-2 in the chancery clerk's office of Desoto County MS to which plat reference is hereby made for a more particular description of said property.

The Real Property or its address is commonly known as 3740 College Bluff, Olive Branch, MS 38645.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

Maturity date is extended to 06/14/2017 and interest rate is reduced to 5.25%.

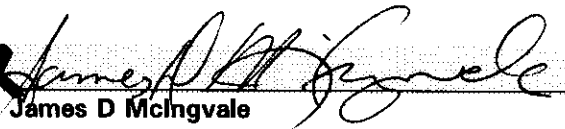
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

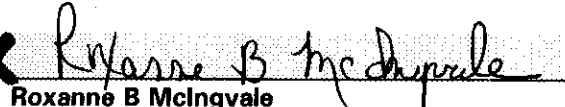
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JUNE 14, 2012.

MODIFICATION OF DEED OF TRUST
(Continued)

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GRANTOR:

X 
James D McIngvale

X 
Roxanne B McIngvale

X 
James W. McIngvale

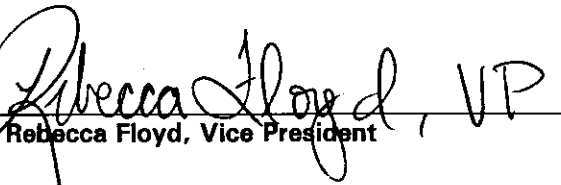
X 
Elizabeth McIngvale

X 
Christopher W. Newsom

X 
Jennifer Robin Newsom

LENDER:

MAGNA BANK

X 
Rebecca Floyd, Vice President

**MODIFICATION OF DEED OF TRUST
(Continued)**

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INDIVIDUAL ACKNOWLEDGMENT

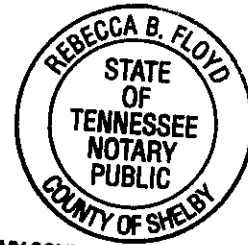
STATE OF Tennessee)
) SS
COUNTY OF Shelby)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 14th day of June, 20 12, within my jurisdiction, the within named **James D McIngvale; Roxanne B McIngvale; James W. McIngvale ; Elizabeth McIngvale; Christopher W. Newsom; and Jennifer Robin Newsom**, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Rebecca B. Floyd
NOTARY PUBLIC

My Commission Expires:

4.20.14



MY COMM. EXP. APRIL 20, 2014

LENDER ACKNOWLEDGMENT

STATE OF Tennessee)
) SS
COUNTY OF Shelby)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 14th day of June, 20 12, within my jurisdiction, the within named **Rebecca Floyd**, who acknowledged that (he)(she) is **Vice President of Magna Bank** and that in said representative capacity (he)(she) executed the above and foregoing Modification, after first having been duly authorized so to do.

Jenny Honeycutt
NOTARY PUBLIC

My Commission Expires

May 11, 2015

